

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is made the 31st day of October, 2011, by MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("the COUNTY"), and GERMANTOWN CULTURAL ARTS CENTER, t/a BlackRock Center for the Arts, a non-stock corporation organized under the laws of the State of Maryland and having a determination letter from the Internal Revenue Service as to its status as an organization qualified under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended ("BLACKROCK"), the COUNTY and BLACKROCK together the "Parties".

WHEREAS, the COUNTY and BLACKROCK entered into a Lease Agreement dated August 8, 2003 (the "Lease"), whereby BLACKROCK leased from the COUNTY those certain premises, consisting of +/- 68,367 square feet or 1.57 acres of land designated as Parcel N395 on Tax Map EU42 (the "Property") and improved with a building known as the Black Rock Center for the Arts, located at 19830 Century Boulevard, Germantown, Maryland, 20874 and with a mailing address of 12901 Town Commons Drive, Germantown, Maryland, 20874; and

WHEREAS, the Term expired on June 30, 2010; and

WHEREAS, a Review Panel was convened as required by the Lease and the Panel subsequently determined that BLACKROCK has been i) managing its finances responsibly; ii) adequately and actively involving the community in programming and planning functions; iii) operating at an acceptable level of quality for a community-based fine and performing arts facility located in Montgomery County, Maryland; iv) diligently and timely performing its obligations under the Lease and therefore the Lease should be renewed with certain revisions to its' terms; and

WHEREAS, the COUNTY and BLACKROCK have agreed to amend the Lease to reflect the extension of the Term and certain changes to provisions of the Lease as contained herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby reciprocally acknowledged, the COUNTY and BLACKROCK agree as set forth below.

1. RECITALS. The foregoing recitals and representations form a material part of this Amendment and are incorporated herein by this reference.
2. TERM Section 4 of the Lease, "TERM" shall be amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

Unless earlier terminated due to the default of BLACKROCK, the Parties hereby agree to exercise the first Renewal Term which will expire on June 30, 2018.

3. RENEWALS Section 5 of the Lease, "RENEWALS," shall be amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

Provided that this Lease has not already been terminated, then, upon conclusion of the Initial Term or any Renewal Term this Lease can be renewed at the sole discretion of the then County Executive or his designee after receipt and consideration of the Review Panel's (as defined below) recommendation pursuant to Section 6 (c) of this Lease for an additional term or an additional renewal term, as the case may be, of ten (10) years (each additional ten year term a "Renewal Term"). Notwithstanding the foregoing, this Lease must not be renewed if BLACKROCK is in default of any of the provisions of this Lease. Each Renewal Term must be granted separately at the end of the preceding Initial or Renewal Term as provided in this Lease. In order for BLACKROCK to secure the County Executive's approval for a Renewal Term, BLACKROCK must give the COUNTY written notice of BLACKROCK'S intention to renew the Lease for an additional term of ten (10) years not less than nine (9) months before the expiration of the term then in effect. The Parties may agree to provide for additional Renewal Terms, but in no event will the COUNTY grant to BLACKROCK more than a total of five (5) renewal terms of not more than ten (10) years each, totaling fifty (50) years.

4. REVIEW PANEL The first sentence of section 6(a) of the Lease is amended to read "Provided that BLACKROCK has sent timely notice of its intention to renew the Lease to the COUNTY as provided above, then, no later than nine (9) months prior to the expiration of the then current term, a Review Panel will be established to present to the COUNTY EXECUTIVE its recommendation as to whether or not the COUNTY EXECUTIVE should grant a Renewal Term for the Lease.
5. CONSIDERATION Section 7(c) Furniture, Fixture & Equipment Loan, is deleted in its entirety and replaced with the following language:

The Parties acknowledge that BLACKROCK has successfully repaid the Outstanding Loan from Sandy Spring Bank and concurrent with the execution of this First Amendment, shall execute the Assignment to the County (attached at Exhibit A) of all of BLACKROCK'S interest in the released Security Interest Personal Property.

6. CAPITAL FUND Section 8 Shall be amended by deleting the existing paragraph in its entirety and adding the following paragraphs in lieu thereof:

(a) **Purpose for the Fund:** Under the original Lease Agreement, a Capital Fund was established by the COUNTY and funded by BLACKROCK for the purpose of making capital repairs to the Property as outlined in original Exhibit G to the Lease Agreement ("Permitted Expenditures").

(b) **Funding:** The Parties now wish to transfer ownership of the Capital Fund to BLACKROCK as a means to enhance BLACKROCK'S fundraising efforts. As of the date of this First Amendment to Lease Agreement, BLACKROCK will establish a restricted escrow account and the COUNTY will transfer the balance of the Capital Fund escrow account to BLACKROCK'S new restricted escrow account. BLACKROCK will continue to annually deposit a minimum annual payment in the Capital Fund as outlined in attached Amended Exhibit G1 and incorporated as if fully set forth. It is the intent of the Parties that BLACKROCK will embark on a capital fundraising drive in order to raise

the funds to meet the obligation stated herein.

(c) **Disbursements:** Disbursements for Permitted Expenditures out of the Capital Fund shall be coordinated through the Department of General Services' Office of Real Estate. When either BLACK ROCK or the COUNTY wish to use the Capital Fund to make a capital repair or replacement as described in Amended Exhibit G2, a written request will be submitted to the Office of Real Estate for approval as a Permitted Expenditure. The Office of Real Estate will coordinate with subject matter experts within the COUNTY and BLACKROCK to either approve or disapprove the request, in writing, within thirty (30) days, or more expeditiously in an emergency situation. If no response is generated within thirty (30) days, BLACKROCK will issue a formal reminder notice to the Office of Real Estate. If after forty-five (45) days of the original request BLACKROCK has received no response, the request will be deemed approved." Upon completion of Permitted Expenditure work, an invoice shall be submitted to the Office of Real Estate for approval. The Office of Real Estate will submit the approved invoice to BLACKROCK for payment within fifteen (15) working days. BLACKROCK will pay the invoice within fifteen (15) working days. An annual statement of the balance of the Capital Fund shall be provided to the COUNTY by BLACKROCK at the end of each fiscal year.

(d) **Remaining Funds:** If any funds remain in the Capital Fund upon the termination of this Lease, whether naturally or for cause, and there are no programmed or anticipated capital repairs to the Property, the Capital Fund, including interest earned, will be distributed as follows: first, to pay expenses related to the Property and the termination of BLACKROCK'S tenancy; second, to reimburse the COUNTY any outstanding amounts it may have loaned to BLACKROCK, including deferred Capital Fund contributions, rent or additional rent; and third, the remaining funds to the COUNTY for future expenses of the Capital Fund as provided above.

7. NOTICES Section 45 of the Lease shall remain intact with the exception of the following modifications:

COUNTY: Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, MD 20850
Attn: Director

Copy notices for maintenance related matters to:
Attn: Chief, Division of Facilities Maintenance
Montgomery County, Maryland
Department of General Services
1301 Seven Locks Road
Rockville, MD 20850

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF this First Amendment to Lease Agreement has been duly executed by the Parties hereto, intending to be legally bound thereby, under seal as of the day and year first written above.

Attest:

GERMANTOWN CULTURAL ARTS CENTER, INC

Charlotte Summers

By: John A. Casey

Attest:

MONTGOMERY COUNTY, MARYLAND

Julie L. White

By: Ramona Bell-Pearson
Name: Ramona Bell-Pearson
Title: Assistant Chief Administrative
Officer

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

By: Aleah Thonger
Associate County Attorney

By: Cynthia Breneman
Cynthia Breneman, Director
Office of Real Estate

Date: 8/12/11

Date: 8/8/11

EXHIBIT A

(Assignment of Furniture, Fixtures and Equipment)

ASSIGNMENT OF FURNITURE, FIXTURES AND EQUIPMENT

This Assignment of Furniture, Fixtures and Equipment ("Assignment") is executed by GERMANTOWN CULTURAL ARTS CENTER, INC., t/a Blackrock Center for the Arts, a non-stock corporation organized under the laws of the State of Maryland ("Lessee"), in favor of MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("Lessor").

WHEREAS, Lessor and Lessee entered into a Lease Agreement on August 28, 2003 for real property located in Germantown on approximately 68,367 square feet or 1.57 acres of land, improved with a building known as the Black Rock Center for the Arts ("Lease"), and located at 19830 Century Boulevard, Germantown, Maryland 20874, with a mailing address of 12901 Town Commons Drive, Germantown, Maryland 20874, as more particularly described in Exhibit "1" attached thereto ("Property").

WHEREAS, Pursuant to Paragraph 7(c) of the Lease, Lessee agreed to assign to Lessor all of Lessee's right, title and interest in and to the furniture, fixtures and equipment ("chattels"), described in Exhibit "2" attached hereto, following Sandy Spring Bank's ("Bank") release of the chattels from a financing statement filed with the State of Maryland Department of Assessments and Taxation ("SDAT") on September 3, 2003 to secure a loan from the Bank to the Lessee.

WHEREAS, the Bank released the chattels as security for the Bank's loan by filing a termination of the financing statement with SDAT on August 29, 2005.

WHEREAS, as required by Paragraph 7(c) of the Lease, Lessee wishes to assign to the Lessor all of its right, title and interest in the chattels.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

1. Assignment. Lessee hereby assigns, sells and transfers to Lessor all of Lessee's right, title and interest in and to the chattels described in Exhibit 2 hereto free and clear of all liens and encumbrances.
2. Assumption. Lessor hereby accepts Lessee's assignment of all of its right, title and interest in and to the chattels described in Exhibit 2 attached hereto.
3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.
4. Applicable Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Maryland.
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.

6. Effective Date. The Effective Date of this Agreement is the date of the last signature below.

Lessee:

**GERMANTOWN CULTURAL ARTS
CENTER, INC., t/a Blackrock Center for
the Arts**

By: Sean A. Casey

Name: Sean A. Casey

Title: Board Chair

Date: 10/11/11

Lessor:

**MONTGOMERY COUNTY,
MARYLAND**

By: Ramona Bell-Pearson
Ramona Bell-Pearson
Assistant Chief Administrative
Officer

Date: 10/31/11

APPROVED FOR FORM AND LEGALITY

Alexandra Thompson 8/12/11
Alexandra Thompson Date
Assistant County Attorney

RECOMMENDED

By: Cynthia L. Brenneman 8/8/11
Cynthia L. Brenneman, Director Date
Office of Real Estate

RECOMMENDED

EXHIBIT 1

(Legal Description of Property)

Parcel D, Block 31, Section 10 of the Churchill Town Sector as per Plat No. 21635, recorded among the Land Records of Montgomery County, Maryland.

Being the same land described in a Deed dated February 16, 2001 and recorded March 1, 2001 in Liber 18832 at folio 229 and described in a Deed dated August 28, 2003 and recorded August 29, 2003 in Liber 25060 at folio 525 among the Land Records of Montgomery County, Maryland.

Parcel ID No.: 02-005-03314336

EXHIBIT 2

(Description of the Chattels)

Comprised of Original Exhibit E, "Security Interest Personal Property Release Schedule", to Lease between Montgomery County, Maryland and Germantown Cultural Arts Center, Inc, dated August 28, 2003; and

Status Changes to "Security Interest Personal Property Release Schedule"

**EXHIBIT E -- Security Interest Personal Property
Release Schedule
BlackRock Center for the Arts
Fixed Assets**

Date	Num	A/NA	Name	QTY	Memo	Amount
1314 - CIP-FF&E 5/22/2002	18019	NA	Interconnected Services, Inc.	1	Vodafone Telephone System- 25 phones including console	12,405.44
Total 1314 - CIP-FF&E						12,405.44
1356 - Stage Equipment 7/31/2002	JE#3	NA	Barbizon Lighting for Professionals	1	Lighting Control System	19,937.00
Total 1356 - Stage Equipment						19,937.00
1355 - Software 8/18/2002	0000054621	NA	Tickets.com, Inc.	1	TicketMaker.com Box Office Software (\$4,928.05) w Two Prac Auto LTX desktop thermal printer (\$2,425)	7,353.05
5/4/1999		NA	BlackBaud	1	Raisers Edge Software	8,135.00
3/10/1999		NA	BlackBaud	1	Pro Accounting Solution (GL & AP)	3,500.00
Total 1355 - Software						16,988.05
						49,330.49

To be released By Sandy Spring Bank and conveyed to the County in accordance with Section 7 (c) of the Lease concurrent with the payment due on or before July 1, 2004.

**EXHIBIT E - Security Interest Personal Property
Release Schedule
BlackRock Center for the Arts
Fixed Assets**

Date	Num	ANA	Name	QTY	Memo	Amount
1314 - CIP-FF&E						
1356 - Stage Equipment						
8/7/2002	PO# CO2003-011	NA	Stage Curtains	17	PO# CO2003-011	11,158.85
8/7/2002	PO# CO2003-012	NA	Stage Curtains	28	PO# CO2003-012	12,804.60
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	2	GE4000-A4 Power Amp (Spkn/Bana) (GCE4000A)	2,085.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	1	480-Driverack Programmable Speaker controller	2,186.00
7/8/2002	1595296	NA	Washington Professional Systems	1	Midfield WMD7C W4c(0) to 65 S6PR IN W4(0) & W4(CF to 65'	2,180.00
7/24/2002	SI32713	NA	Washington Professional Systems	1	12PR in W4IM Custom panels and AMP Rack	4,100.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Eastern Accoustic KF300E 3 way Full range System 12' L.F. 7"	295.00
11/4/2002	S135507	NA	Washington Professional Systems	1	MF, 1" 90x15 Horn	1,030.00
11/4/2002	S135507	NA	Washington Professional Systems	2	ASHLY PQX571	880.00
11/4/2002	S135507	NA	Washington Professional Systems	1	ASHLY PQX572 Stereo 7 Band Parametric EQ	12,655.00
8/26/2002	TJ1713	NA	TJ Distributors	1	Mackie 1604VLZ 16Ch Mix/Line Mixer	49,365.45
					Seating Riser-6 rows	49,365.45

Year 2

To be released By Sandy Spring Bank and conveyed to the County in accordance with Section 7 (c) of the Lease concurrent with the payment due on or before July 1, 2005.

EXHIBIT E - Security Interest Personal Property
Release Schedule
BlackRock Center for the Arts
Fixed Assets

Date	Num	A/A	Name	QTY	Memo	Amount
1314 - CIP-FF&E						
1/9/2003		A	TJ Distributors	194	Hussey Concordia Steel chairs & installation Main Stage	27,860.00
7/31/2002	E04595	NA	Valley Supply & Equipment	1	CO2002-1291-Genie Elevator	5,542.00
						33,402.00
1368 - Stage Equipment						
8/29/2002	135089	NA	Barbizon Lighting for Professionals	336	Safety Cable 1/8" x 30' Silver Finish	509.83
8/29/2002	135089	NA	Barbizon Lighting for Professionals	84	C-Clamp w/ Stud & 1/2" Bolt	467.16
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	M1-XL Multi-FX Processor	363.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	1	CE1000-A1 Power Amp Speak-out (GCE1000A)	365.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	3	CE2000-A1 Power Amp Speak-out (GCE2000A)	1,575.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	1	ACD-100 120v 100 Amp Power Distro	351.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	2	GRO3102 2 Ch GRAPHIQ	1,856.00
7/8/2002	1595298	NA	Full Compass Systems, Ltd.	2	PL-PRO Power/Light Module 20 Amp	238.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	TL34-21XE Tripod Boom Black	356.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	4	DMS10E Instrument Stand	48.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	2	PB11XE 15'-24" Arm W/Weight Bkt	70.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	2	MK415 Portable MIC Cable XLRM-XLR 15 Ft	156.80
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	10	166XL 2Ch Limiter/gate	428.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	2	MPX500 Digital Effects Processor	354.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	CDR631 CD recorder	445.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	EG15 Portable Instr Cable 1/4"-1/4" 15ft	76.60
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	10	EWANT4r Antenna Splitter Kit Remote Mnt 518-550 range	507.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	Wireless Mic Handheld System UHF 518-550 Range	2,786.96
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	4	TL34-21XE Tripod/Boom Black	534.00
7/12/2002	1598154	NA	Full Compass Systems, Ltd.	6	TL34-15XE Tripod/Boom Black	85.00
7/12/2002	1599080	NA	Full Compass Systems, Ltd.	1	SS33E Stand Adjustable	154.00
7/15/2002	1599080	NA	Full Compass Systems, Ltd.	2	15-MIC-XX Portable Mic Cable XLR-XLR 15ft (M15)	470.00
7/15/2002	1599080	NA	Full Compass Systems, Ltd.	30	MTPO8160-10 Insert Snake 8 Ch 10 ft	18.00
7/15/2002	1599080	NA	Full Compass Systems, Ltd.	1	MS10CE Mic Stand Black	44.00
7/15/2002	1602075	NA	Full Compass Systems, Ltd.	2	TL34-15XE Tripod/Boom Black	85.00
7/15/2002	1602443	NA	Full Compass Systems, Ltd.	1	DL770-Pro 250 Headphone (1)	155.73
7/23/2002	1602926	NA	Full Compass Systems, Ltd.	1	BlackRock GoBos	684.00
4/30/2003	1696757	NA	Parlights, Inc.	1	BlackRock GoBos	142.25
11/15/2002	12775	NA	Parlights, Inc.	1	Spotlight handle	57.50
11/15/2002	12803	NA	Parlights, Inc.	1	DMX Pro handheld Tester & Scene saver	602.00
12/4/2002	12881	NA	Parlights, Inc.	1	Cadence Special Order Case 6320-22/6500M/5995	916.96
4/2/2003	#13248	NA	Peachstate Audio-Birmingham	1	Cadence Special Order Case 5120-22/6500M/5995	984.80
7/31/2002	JER3	NA	Peachstate Audio-Birmingham	1	Cadence Special Order Case 5120-22/6500M/5995	435.00
7/31/2002	JER3	NA	Peachstate Audio-Birmingham	1	Furman PSP20 20 AmpPower conditioner	420.00
12/2/2002	Reimburse	NA	Swanson, Bradford	2	Audio Technica ATM35 Miniature Fixed Charged Condensor	1,212.10
		NA	Washington Professional Systems	1	FOH Mix Position vault Box	
		NA	Washington Professional Systems	1	Whitwind W1CF wired to MPB12 Chassis Female, stage vault box	
7/24/2002	SI32713	NA	Washington Professional Systems			
7/24/2002	SI32713	NA	Washington Professional Systems			

**EXHIBIT E - Security Interest Personal Property
Release Schedule
BlackRock Center for the Arts
Fixed Assets**

Date	Num	A/NA	Name	QTY	Memo	Amount
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind WCM wired to MPB12 Chassis Main, series Two	1,212.10
7/24/2002	S132713	NA	Washington Professional Systems	1	Parcours	1,178.75
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind FM4012SBW4118SS Main Inputs	433.55
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind FM317SBW21M8SS Aux and Line Sources XLR F	379.50
7/24/2002	S132713	NA	Washington Professional Systems	1	Portable DSP Rack	598.00
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind PKS12W1CM4 NonFOH DSP Out, IN from S2 Console in 2U panel jumpers	891.00
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind C1215W11MW11F Stage vault box to Amp rack DSP Out to FOH Vault Box Stage box	195.50
7/24/2002	S132713	NA	Washington Professional Systems	2	Whitwind BK40 15' Leader W/VW41(0) Connectors portable analog	195.50
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind PKS12W1CM4 Amp Rack	195.50
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind 3U Panel W/10NL4MP & Pks12W1CM4	379.50
7/24/2002	S132713	NA	Washington Professional Systems	1	Whitwind 2U Panel PKS12W1CM4 & PKS20W2CF4	1,980.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Eastern Acoustic SB250R EAW SB250R	1,950.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Eastern Acoustic LA212 2 Way Nearfield Vented Full Range Passive System	5,930.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	1	Soundcraft Lecterns Series 232 SN: 001705	480.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Shure SM58LC Cardiod Dynamic Mic	450.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Shure Beta87C Cardiod Electret Condenser for Vocal Applications	360.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Shure SM57LC Cardiod Dynamic Microphone	690.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Shure SM81 Cardiod Condenser Microphone w/10 dB Pad	140.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Whitwind IMP2 Standard Direct Box	480.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Shure Beta58A SuperCardiod Dynamic w/ high Output Neodymium Element	900.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	3	Sennheiser MD421II Dynamic Cardiod Mic w/s position Bass Roll Off Switch	550.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Furman PLPRO Power Conditioner/Light Module	1,670.00
11/4/2002	S135507	NA	Washington Professional Systems	1	Crest Audio XR20 12 Mono + 4 stereo Input, Rack Mounted Mixer	1,610.00
11/4/2002	S135507	NA	Washington Professional Systems	2	Crown CTS4200 Crown AMP SN: 682140/682139	620.00
11/4/2002	S135507	NA	Washington Professional Systems	1	Crown CE2000 Crown AMP	590.00
11/4/2002	S135507	NA	Washington Professional Systems	1	Ashly MDX2310	41,548.89
11/4/2002	S135507	NA	Washington Professional Systems	1		74,960.89

Total 1355 - Stage Equipment

Year 3

Total 1355 - Stage Equipment
To be released By Sandy Spring Bank and conveyed to the County in accordance with Section 7 (c) of the Lease concurrent with the payment due on or before July 1, 2006.

Exhibit 2

**EXHIBIT E -- Security Interest Personal Property
Release Schedule
BlackRock Center for the Arts
Fixed Assets**

Date	Num	ANA	Name	QTY	Memo	Amount
1314 - CIP-FF&E						
3/10/2003	Inv #010597	NA	Arctius Refrigeration	1	Manitowoc ice machine w/everpure water filter	2,000.00
10/8/2002	Reimburse	NA	Balcombe, Marilyn	1	Arakawa-Art Hanging Systems	1,872.76
3/21/2003	Reimburse	NA	Balcombe, Marilyn	1	Sears Stove for BR Pantry	402.98
3/21/2003	Reimburse	NA	Balcombe, Marilyn	1	Sears Dishwasher for BR Pantry	259.99
1/8/2003	Reimburse	NA	Bialik, Alan	1	Refrigerator	449.88
2/7/2003	108	NA	Cummings, Bill	12	Gallery pedestals	2,670.00
9/17/2002	1436	NA	Entertainment Storage, Inc	1	Apron skirting for theater thrust	7,500.00
9/17/2002	1435	NA	Entertainment Storage, Inc	1	6 rot Dance floor rack	2,300.00
10/7/2002	CO2003-0002	NA	Gilbert's Inc.	24	30" round base cabaret tables	1,375.20
9/10/2002	104	NA	Cummings, Bill	12	laborels	1,080.00
Total 1314 - CIP-FF&E						19,910.81
1356 - Stage Equipment						
11/6/2002	S135818	NA	Washington Professional Systems	1	Clearcom CS222 2 Channel Portable Headset Main Station	615.00
11/6/2002	S135818	NA	Washington Professional Systems	4	Clearcom CC95 Single ear standard headset	548.00
11/6/2002	S135818	NA	Washington Professional Systems	1	Clearcom MS232 2 ch. Headset/speaker main station	697.00
11/6/2002	S135818	NA	Washington Professional Systems	1	Clearcom HS6 Telephone Style headset	71.00
11/4/2002	S135507	NA	Washington Professional Systems	2	Marantz PAC770 Pro Sound system w/Amp	2,090.00
Total 1356 - Stage Equipment						4,021.00
Year 4						23,931.81

All remaining collateral described in Exhibit B including but not limited to the above items to be released By Sandy Spring Bank and conveyed to the County in accordance with Section 7 (c) of the Lease concurrent with the payment due on or before July 1, 2007.

Exhibit 2- Status Changes to Security Interest Personal Property Release Schedule
Surplused and Replaced Equipment

<u>Item</u>	<u>Quantity</u>	<u>Page.#</u>	<u>Status</u>	<u>Date Status changed</u>	<u>Notes</u>
Gallery Pedestal	1	1	Replaced	December-10	Original damaged beyond repair
Boulevard Banners	12	1	Replaced	June-08	Originals damaged due to weather
TV Carts	1	1	Surplused	September-07	Substantial repairs needed
HP LaserJet 4 printers	2	1	Surplused	June-07	Substantial repairs needed
Conference Room tables	2	2	Replaced	September-09	Substantial repairs needed
Vertical Filing cabinets	1	2	Surplused	September-09	Substantial repairs needed
Mackie 1402 VLZ mixer	1	2	Replaced	October-05	Originals damaged beyond repair
Control Booth chairs	2	2	Replaced	October-07	Substantial repairs needed
CE2000-A1 Power Amp	1	3	Replaced	September-11	Substantial repairs needed
CE4000-A4 Power Amp	2	3	Replaced	September-09	Substantial repairs needed
CDR631 CD Recorder	1	3	Replaced	September-10	Substantial repairs needed
DT770 Pro 250 Headphones	1	4	Replaced	May-06	Originals damaged beyond repair
Soundcraft Lectern Series 232 Sn: 001705	1	4	Surplused	May-04	Original damaged beyond repair
Whirlwind IMP2 Standard Direct Box	4	5	Replaced	May-06	Originals damaged beyond repair
Compaq Computers	2	5	Surplused	October-06	Network upgraded
HP Netserver	1	5	Surplused	October-06	Network upgraded
Micro-Laser Printer	1	5	Surplused	October-06	Network upgraded
Fax	1	5	Surplused	June-07	Substantial repairs needed
Compaq Microframe Computer	1	5	Surplused	June-06	Substantial repairs needed
Compaq Microframe Computer	1	5	Surplused	June-06	Substantial repairs needed
Compaq Microframe Server	1	5	Surplused	October-06	Substantial repairs needed

Authorization for replacing/surplusing given by Mark Winans, Dept of Recreation

Amended Exhibit G1

BlackRock Captial Fund Escrow Payment Schedule

		Original lease		BlackRock		
		payments		Revised	Deferral	Make-up
				Payments	Amount	Amount
Years 1 - 7	thru FY11	\$ 108,000	#	\$ 108,000		
Year 8	FY 12	\$ 108,000		\$ 50,000	\$ (58,000)	
Year 9	FY 13	\$ 108,000		\$ 60,000	\$ (48,000)	
Year 10	FY 14	\$ 108,000		\$ 90,000	\$ (18,000)	
Year 11	FY 15	\$ 108,000		\$ 108,000	\$ -	
Year 12	FY 16	\$ 108,000		\$ 128,667		\$ 20,667
Year 13	FY 17	\$ 108,600		\$ 129,267		\$ 20,667
Year 14	FY 18	\$ 108,600		\$ 129,267		\$ 20,667
Year 15	FY 19	\$ 108,600		\$ 129,267		\$ 20,667
Year 16	FY 20	\$ 108,600		\$ 129,267		\$ 20,667
Year 17	FY 21	\$ 108,600		\$ 129,265		\$ 20,665
TOTAL		\$ 1,191,000		\$ 1,191,000	\$ (124,000)	\$ 124,000

¹ Years 1 through 7 are a cumulative total of payments

Amended Exhibit G2

Black Rock Capital Replacement and Projected Expenditure Schedule

	<u>5 Years</u>	<u>7 Years</u>	<u>10 Years</u>	<u>14 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>Total</u>
Paint	\$40,000		\$40,000		\$40,000	\$40,000	\$160,000
Elevator						\$190,000	\$190,000
HVAC						\$375,000	\$375,000
Roof						\$125,000	\$125,000
Fire Alarm						\$100,000	\$100,000
Carpet		\$40,000		\$40,000		\$40,000	\$120,000
Theater Seats		\$28,000		\$28,000		\$28,000	\$84,000
A/V Equipment & Stage Lighting			\$65,000			\$125,000	\$190,000
							\$1,344,000

Note: The Parties understand that these are only estimates of cost and timing of replacement of capital items.